

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5		Page 1 Of 46	
2. Contract (Proc. Inst. Ident) No. DAAE20-02-D-0033		3. Effective Date 2001DEC19		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R JUDY BECHTLER-HOLZER (309)782-8530 ROCK ISLAND IL 61299-7630		Code W52H09	6. Administered By (If Other Than Item 5) DCMA BALTIMORE 217 EAST REDWOOD ST SUITE 1800 BALTIMORE MD 21202-5299			Code S2101A	
e-mail address: BECHTLER-HOLZERJ@RIA.ARMY.MIL		SCD C		PAS NONE		ADP PT HQ0338	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) ATA DEFENSE INDUSTRIES 168 SOUTH FOREST AVE CAMDEN TN 38320-0000				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
9. Discount For Prompt Payment				10. Submit Invoices (4 Copies Unless Otherwise Specified)			
				Item 12			
Code 0YW97		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264			Code HQ0338	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data					
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
		KIND OF CONTRACT: Supply Contracts and Priced Orders					
Contract Expiration Date: 2012MAY30				15G. Total Amount Of Contract		\$0.00	
16. Table Of Contents							
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X	C	Description/Specs./Work Statement	15	X	J	List of Attachments	46
X	D	Packaging and Marking	17	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	19		K	Representations, Certifications, and Other Statements of Offerors	
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Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer DEBRA JUHL JUHL@RIA.ARMY.MIL (309)782-3370			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ (Signature of Contracting Officer)			
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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SECTION A - SUPPLEMENTAL INFORMATION

1. THIS AWARDS AN INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT FOR HARDWIRED SMALL ARMS RANGES (CLIN 0003), RADIO FREQUENCY SMALL ARMS RANGES (CLIN 0004), LIGHT WEIGHT PORTABLE BASIC SMALL ARMS RANGES (CLIN 0005), AND LIGHT WEIGHT PORTABLE DELUXE SMALL ARMS RANGES (CLIN 0006) TO ATA DEFENSE INDUSTRIES, INC.

THIS AWARD IS BASED ON THE TERMS AND CONDITIONS OF SOLICITATION DAAE20-01-R-0083 - SEGMENT I, SMALL ARMS RANGES ALONG WITH AMENDMENTS 0001 THROUGH 0005 AND THE FOLLOWING CHANGES:

A. SOLICITATION DAAE20-01-R-0083, SEGMENT I CHANGES PREVIOUSLY PROVIDED DURING DISCUSSIONS (SEE CONTRACT AWARD ATTACHMENT #1)

B. DELETION OF THE FOLLOWING CLAUSES:

I-83 - 252.225-7001, BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM - SUPPLIES
K-20 - 252.225-7000, BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

C. ADDITION OF THE FOLLOWING CLAUSES:

252.225-7007, BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM
252.225-7006, BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
252.227-7013, RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS
252.227-7016, RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7036, DECLARATION OF TECHNICAL DATA CONFORMITY
252.227-7030, TECHNICAL DATA - WITHHOLDING OF PAYMENT

D. ADDITIONAL CHANGES:

DELETION OF THE FOLLOWING CLAUSES:

A-6 - 52.246-4506, NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM
E-3 - 52.246-4025 - HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - ALTERNATE II

ADDITION OF THE FOLLOWING CLAUSE:

52.246-11, HIGHER LEVEL QUALITY REQUIREMENT (SEE SECTION E)

UPDATES TO THE FOLLOWING CLAUSES:

I-1 - 52.202-1, DEFINITIONS
I-20 - 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN
I-28 - 52.222-35, EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
I-30 - 52.222-37, EMPLOYMENT REPORT ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIBIBLE VETERANS
I-65 - 52.244-6,, SUBCONTRACTS FOR COMMERCIAL ITEMS
I-76 - 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION

NOTE: ATTACHMENTS 017 THROUGH 023 DO NOT APPLY TO SEGMENT I - SMALL ARMS RANGES

2. CERTIFICATIONS AND REPRESENTATIONS REQUIRED BY THE GOVERNMENT AND SUBMITTED AS PART OF YOUR PROPOSAL TO THE SOLICITATION ON 20AUGUST2001 ARE INCORPORATED BY REFERENCE. BINDING PRICES ARE ESTABLISHED BY PRICING SUBMITTALS OF 14 NOVEMBER 2001 AND 28 NOVEMBER 2001 (CONTRACT AWARD ATTACHMENT 002).

3. PROPOSALS FOR THIS ATS PROCUREMENT WERE EVALUATED UNDER THE TECHNICALLY ACCEPTABLE, LOW PRICE PROCEDURE, IN ACCORDANCE WITH THE PROVISIONS OF THE SOLICITATION. TECHNICAL PROPOSALS WERE REQUIRED ONLY TO EVALUATE YOUR COMPANY'S ABILITY TO MEET THE PERFORMANCE DESCRIPTION(S) PRIOR TO AWARD. THE PERFORMANCE DESCRIPTION(S) AND ANY AMENDMENTS THERETO ARE INCORPORATED BY REFERENCE AND ARE BINDING REQUIREMENTS WHICH MUST BE MET. TO THE EXTENT THAT ANY PROVISION IN YOUR TECHNICAL PROPOSAL EXCEEDS THE REQUIREMENTS OF THE APPLICABLE PERFORMANCE DESCRIPTION, THOSE PROVISIONS ARE HEREBY INCORPORATED BY REFERENCE. (FOR EXAMPLE, IF YOUR PROPOSAL INCLUDES A PROVISION WHEREIN YOU WILL PROVIDE A SPARES PACKAGE, THEN YOUR COMPANY IS REQUIRED TO PROVIDE A SPARES PACKAGE UNDER THIS CONTRACT.) THE CONTRACTOR IS FURTHER REQUIRED TO UTILIZE THE TECHNOLOGY DESCRIBED IN THE PROPOSAL EVALUATED AND FOUND ACCEPTABLE BY THE GOVERNMENT. HOWEVER, THE GOVERNMENT'S EVALUATION AND FINDING OF ACCEPTABILITY DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR MEETING THE REQUIREMENTS OF THE PERFORMANCE DESCRIPTION(S).

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4. ATA DEFENSE INDUSTRIES, INC. IS APPROVED FOR HARDWIRE SMALL ARMS RANGES UNDER CLIN 0003, RADIO FREQUENCY SMALL ARMS RANGES UNDER CLIN 0004, LIGHT WEIGHT PORTABLE BASIC SMALL ARMS RANGES UNDER CLIN 0005, AND LIGHT WEIGHT PORTABLE SMALL ARMS RANGES UNDER CLIN 0006.

5. BY SIGNING THIS CONTRACT AWARD DOCUMENT, THE CONTRACTOR ACKNOWLEDGES HIS UNDERSTANDING OF THE FOREGOING AND AGREES TO COMPLY HEREWITH.

*** END OF NARRATIVE A 009 ***

For Local Clauses See: <https://aais.ria.army.mil>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		

(AA7020)

A-2	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
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a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223

Name of Offeror or Contractor: ATA DEFENSE INDUSTRIES

Electronic Mail Address: amsta-aq-ar@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
- (1) TACOM-RI solicitation number;

(2) Name of PCO;

(3) Problem description;

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3	52.211-4506	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
	TACOM-RI		

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN		PRICE \$	
CLIN		PRICE \$	
CLIN		PRICE \$	
CLIN		PRICE \$	

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(End of clause)

(AS7008)

A-4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED JUN/2001
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

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(AS7010)

A-6 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI
THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

EXECUTIVE SUMMARY

The purpose of the Army Targetry System (ATS) Program is to improve TACOM-Rock Island's ability to rapidly support our customers' mission needs. The ATS Program aims to substantially reduce lead times and administrative costs associated with individual contract actions. This will be accomplished through the award of long-term, firm-fixed priced contracts to responsible contractors to manufacture and install various types of live-fire training ranges throughout the world. U.S. forces and/or allied forces will use these live-fire training ranges for the purpose of developing and improving their combat skills in the event they are called upon to conduct military exercises and/or participate in actual combat actions against opposing forces. This training is accomplished in various geographical locations throughout the world and in all extremes of environment. Since specific future training range requirements are unknown to us at this time, we are requesting pricing information based on the individual components. However, it is our intent, whenever possible, to place orders only for complete, installed, functional live-fire training ranges.

This ATS solicitation will result in ten-year, Indefinite Delivery Indefinite Quantity (IDIQ) multiple award contracts for live-fire training ranges. The minimum guaranteed dollar value is \$50,000 per contract. The combined total maximum dollar value of supplies and services that the Government may acquire under all contracts awarded as a result of this solicitation is \$100,000,000.

The evaluation will be based on the lowest price technically acceptable source selection process applied on a CLIN basis only. It is anticipated that at least two awards will be made for each CLIN.

*** END OF NARRATIVE A 001 ***

STAGE I - BASIC CONTRACT AWARDS

1. Contract Type: This ATS solicitation will result in ten-year, Indefinite Delivery Indefinite Quantity (IDIQ) multiple award contracts for live-fire training ranges. The Government guarantees placing a delivery order or orders for a total minimum amount of \$50,000 to every offeror receiving a contract under this solicitation. The consideration for these IDIQ contracts is the guaranteed dollar value of \$50,000. The Government is not obligated to award any delivery order or orders in excess of \$50,000. The combined total maximum dollar value of supplies and services that the Government may acquire under all contracts awarded as a result of this solicitation is \$100,000,000. There are no specified maximum dollar values associated with individual contracts. All contracts will utilize firm-fixed prices.

2. Pricing Periods:

Pricing Period 1: Award Date - 30 Sep 2002
Pricing Period 2: 01 Oct 2002 - 30 Sep 2003
Pricing Period 3: 01 Oct 2003 - 30 Sep 2004
Pricing Period 4: 01 Oct 2004 - 30 Sep 2005
Pricing Period 5: 01 Oct 2005 - 30 Sep 2006
Pricing Period 6: 01 Oct 2006 - 30 Sep 2007
Pricing Period 7: 01 Oct 2007 - 30 Sep 2008

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Pricing Period 8: 01 Oct 2008 - 30 Sep 2009
Pricing Period 9: 01 Oct 2009 - 30 Sep 2010
Pricing Period 10: 01 Oct 2010- 30 Sep 2011

3. Segments: Contracts will be solicited and awarded in periodic segments: segment I for Small Arms Ranges, segment II for Armor Ranges, segment III for ERETS compatible hardware, etc. Except for Small Business Goal implementation, each segment stands alone for all purposes including "guaranteed minimum dollar value" and opening and closing dates. Proposals are requested for Segment I prior to the closing date. The closing date is 30JULY2001. Offers/proposals received after the segment's closing date shall be deemed late and not acceptable in accordance with FAR 15.208. This basic solicitation is for segment I, Small Arms Ranges, only. Subsequent segments will be announced via a synopsis in the Commerce Business Daily, followed by the posting of an amendment to this solicitation on our solicitation home page at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Segment I, Small Arms Ranges, includes the following range types:

- CLIN 0001 - Turnkey Low Technical Small Arms Range
- CLIN 0002 - Turnkey High Technical Small Arms Range
- CLIN 0003 - Hardwired Small Arms Range
- CLIN 0004 - Radio Frequency Small Arms Range
- CLIN 0005 - Lightweight Portable Small Arms Range - Basic
- CLIN 0006 - Lightweight Portable Small Arms Range - Deluxe

It is anticipated that Segment II, Armor Ranges, will include the following range types:

- Hardwired Armor Ranges
- Radio Frequency Armor Ranges
- Lightweight Portable Armor Ranges.

Requirements for subsequent segments have not been defined sufficiently for publication.

4. Multiple Proposals: Offerors are encouraged to submit multiple technical proposals presenting different basic approaches. Each technical proposal submitted will be separately evaluated and the submitter will be notified as to its acceptability. Interested parties may choose to participate in one or more segments. Offerors may submit proposals for one or more CLINs within each segment.

5. Source Selection Process: The evaluation will be based on the lowest price technically acceptable source selection process applied on a CLIN basis only. The evaluation of technical proposals submitted in response to this solicitation shall be conducted on a go/no-go basis, but not ranked. Multiple awards will be made for each CLIN to responsible contractors on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors. See sections L and M for details on proposal submissions and evaluation.

6. Operation and Support Costs: Operation and support (O & S) costs will be evaluated for reasonableness in the source selection process. Due to budget constraints and reduced resources, the Army can no longer afford to purchase equipment with high maintenance and support costs. Each offeror is required to provide O & S costs on the worksheets applicable to their offer (explained further in sections L and M). Any task not identified and listed, or any task that is significantly understated in terms of time, material, and/or frequency shall be covered by the warranty. Also, if the Operation and Support Costs are understated by approximately 10% or higher, the Government reserves the right to re-calculate Operation and Support costs for evaluation purposes at the delivery order stage.

7. Contract Awards: It is anticipated that at least two awards will be made for each CLIN (with the possible exception of CLIN 0005, Lightweight Portable Basic). The actual number of awards will be limited, at the sole discretion of the Contracting Officer, to the minimum number of contractors needed to assure adequate competition of delivery orders, adequate capacity to meet user requirements, and attainment of small business goals. Contractors receiving awards for more than one CLIN will be combined on one contract. The following example demonstrates the overall plan:

	Company	Company	Company	Company
	A	B	C	D
Small Arms Ranges:				
Turnkey Low Technical	X		X	
Turnkey High Technical				
Hardwired	X			X
Radio Frequency	X	X		
Lightweight Portable Basic				X
Lightweight Portable Deluxe			X	X
Armor Ranges:				
Hardwired		X		X
Radio Frequency		X		X
Lightweight Portable	X	X		

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ERETS Compatible Equipment	X	X	X
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In the example above, Company A would first receive a contract under Segment I for Turnkey Low Technical Small Arms Ranges, Hardwired Small Arms Ranges, and Radio Frequency Small Arms Ranges. During Segment II, a CLIN would be added to Company A's contract for Lightweight Portable Armor Ranges. During Segment III, a CLIN would be added for ERETS Compatible Equipment. The above is just an example and the number of X's shown does not signify the number of awards that will be made for that CLIN.

STAGE II - DELIVERY ORDER PLACEMENT

1. Fair Opportunity: The Government intends to provide all multiple award contractors a fair opportunity in the placement of delivery orders. Factors that may influence the placement of an order are:
 - a. Price and price related factors (operation and support costs)
 - b. Past performance on previous orders under the contract (see performance risk below)
 - c. Potential impact on other orders placed with the contractor
 - d. Minimum order requirements
2. Exceptions to the Fair Opportunity Procedures: The exceptions to the fair opportunity are as follows:
 - a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
 - b. Only one awardee is capable of providing the required supplies or services at the level of quality required because the supplies or services ordered are unique or highly specialized
 - c. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract.
 - d. It is necessary to place an order to satisfy a minimum guarantee.
 - e. Orders set aside for Small Business (see paragraph 9 below)
3. No Protest Rule and Ombudsman: In accordance with FAR 16.505(a)(6), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. The designated Ombudsman is Major Mark Hicks (TACOM-Rock Island, Illinois), office symbol AMSTA-AQ-AR, (309) 782-3224, e-mail, hicksm@ria.army.mil. The ombudsman will review complaints from the contractors and ensure all contractors are afforded a fair opportunity consistent with the procedures in this contract.
4. Competitive Order Placement: Whenever possible and practical, it is the Government's intent to request prices through a competitive order process based on individual delivery order statements of work. Such orders will be competed between contractors who have been awarded a contract for the required range type (CLIN). Qualified contractors will be asked to submit a "Delivery Order Proposal" containing the information shown in the sample format at attachment 010. Generally, contractors will be allowed two weeks to respond to a request for a delivery order proposal. However, response times may vary depending on the content and complexity of the delivery order statement of work. The proposal response may be due as early as five working days after the request. Proposals may be requested on a FOB Destination basis (CONUS only). The Government intends to award Delivery Orders without discussions with offerors. However, the Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.
5. The Government intends to award competitive Delivery Orders to those offerors whose proposal represents the best value to the Government. The trade-off analysis will be based on the following selection criteria:
 - a. Price (always) - The total proposed price together with Operation and Support Costs (calculated by the Government based on the contractor's proposal and adjusted for understated costs)
 - b. Performance Risk (always) - (see paragraph 6 below)
 - c. Technical (as needed) - (see paragraph 7 below)

Relative Importance: When the Technical criterion is used, Technical is more important than Performance Risk and Performance Risk is slightly more important than Price. When the Technical criterion is not used, Performance Risk is slightly more important than Price. In either case, as ratings for all offerors in the non-price criteria tend to equalize, price may become more important. Although price is not the most important consideration, it could be controlling. When an otherwise superior proposal is not affordable, is

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unreasonably priced, or is not worth the premium, price could be the deciding factor.

6. Performance Risk Report Records: Once a delivery order is awarded and as work proceeds under this contract, a performance Risk Report Record will be established for each contractor. This performance Risk Report Record will be updated and maintained throughout the life of this contract based on delivery order performance and will be used in the evaluation of delivery order proposals. Information, including but not limited to, adherence to delivery schedules including data deliverables, frequency and responsiveness to warranty claims, overall quality/good workmanship, level of cooperative behavior, commitment to customer satisfaction, understated operation and support costs, number and severity of problems and effectiveness of corrective actions will be collected and maintained. Any adverse or negative performance information collected will be provided to the contractor for rebuttal. The contractor will be allowed a reasonable amount of time (based on the extent of the problem) to respond. This response will become part of the record. Until such time that a Performance Risk Report Record is established for each contractor, a neutral/unknown performance risk rating will be used in the evaluation of delivery order proposals.

An evaluation rating, based on this performance risk report record will be assigned for use in the evaluation of Delivery Order proposals. This evaluation rating will be assigned using the following adjectival-narrative rating criteria:

Very Low Risk: Based on the offeror's performance, very little doubt exists that the offeror will successfully perform the required effort.

Low Risk: Based on the offeror's performance, little doubt exists that the offeror will successfully perform the required effort.

Moderate Risk: Based on the offeror's performance, some doubt exists that the offeror will successfully perform the required effort.

High Risk: Based on the offeror's performance, significant doubt exists that the offeror will successfully perform the required effort. A contractor assigned this rating based on continual poor performance may not be offered an opportunity to participate for delivery orders as determined by the Contracting Officer.

Neutral: A level of risk could not be determined and is unknown. No Delivery Orders have been awarded yet to the offeror under this contract.

7. Technical: There may be times when the Government desires technical capabilities that exceed the minimum requirements as described in the Performance Descriptions, and/or desires faster deliveries than specified in section F of this solicitation. In those cases, the Government may be willing to pay a higher price for the added benefit. Therefore, the Government reserves the right to request and evaluate technical proposals.

8. Non-Competitive Order Placement (Economic Price Adjustment): As stated above, it is the Government's intent to request prices competitively for the placement of orders. However, the Government reserves the right to place orders using the offerors' initial proposed prices from Stage I. Since prices are only proposed for pricing period 1, the Government will calculate price escalation for orders placed during pricing periods 2 through 10 using the Bureau of Labor Statistics Data Producer Price Index Series 3999 (Manufacturing Industries). Offerors will be bound to those escalated unit prices. Price escalation (for pricing periods 2 through 10) for segment I (small arms ranges) will be calculated from August 2001 to the month of order issuance. Regardless of the cost during the performance of this contract, price adjustments shall be made only as provided herein. The Government shall calculate the price multiplier as follows:

$$\text{Multiplier} = \frac{\text{Preliminary Index for Order Month} - \text{August 2001 Index}}{\text{August 2001 Index}}$$

For example, assuming a proposed price of \$100, an August 2001 Index of 127.7 and a preliminary index for the order month of 132.5, the multiplier and order price would be calculated as follows:

$$\text{Multiplier} = (132.5 - 127.7)/127.7 = 0.0376$$

$$\text{Order Price} = \$100.0 \times 1.0376 = \$103.76$$

In the event the selected index is discontinued, or substantially altered, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of index discontinuance or alteration. Failure to reach an agreement shall be subject to the "Disputes" clause of this contract.

9. Small Business Set-Asides: This provision applies to the Army Targetry System Program as a whole rather than individual segments. The overall goal for small business participation is 40% of the annual dollar value of ATS delivery orders. In an attempt to achieve this goal, approximately 25% of the annual dollar value of delivery orders awarded under the Army Targetry Systems (ATS) contracts will be set-aside for exclusive small business participation. It is anticipated that the remaining 15% of the goal will be achieved through orders issued to small businesses under non-set-aside conditions. The set-aside percentage of 25% will be reviewed and adjusted at least annually or as needed towards achievement of the 40% overall goal. Small business set-asides will only be considered when the Contracting Officer has the reasonable expectation that at least two responsible small business concerns are available to meet the

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requirement at a fair and reasonable price.

10. Site Visits and Communications with Government Representatives at Installations Sites: Subject to the terms and conditions stated herein, offerors are urged to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. No legal liability on the part of the Government for offerors' bid and proposal preparation costs, to include costs associated with site visits, shall occur. Offerors are advised that the cost of any response to, or other costs incurred as a result of a delivery order proposal request is the offerors' responsibility. The following general information is provided regarding visits to the proposed performance site(s).

a. There should be no communication with range personnel without the Contracting Officer's express written approval. Such action could result in the contractor being excluded from consideration for placement of that order.

b. The contractor shall contact the Contracting Officer for specific instructions and guidance regarding the site visit. The Contracting Officer will plan and coordinate the site visit with the on-site Government representative and will notify the contractor regarding approval/disapproval to conduct the site visit.

c. The Government will determine whether a formal pre-proposal conference or site visit will be held. The decision to hold a formal conference or site visit will be dependent upon such things as the complexity of the specific requirement, schedule constraints, unusual site conditions, etc. If a formal conference or site visit is not conducted, contractors may be granted individual access for a site visit.

d. All access to a proposed performance site shall be on a not-to-interfere-with-training basis.

*** END OF NARRATIVE A 002 ***

Authorized Ordering Activities: Only TACOM-Rock Island is authorized to issue delivery orders under the resulting multiple award contracts.

In as much as many of the items procured under this contract will not be assigned National Stock Numbers (NSNs), any clause contained in this solicitation/contract, i.e., the Accountability Instructions clause, would be modified by substituting "NSN" with some type of item identifier, such as part number. Any documents requiring the insertion of an NSN number shall use the part number instead.

*** END OF NARRATIVE A 003 ***

THE PURPOSE OF THIS AMENDMENT (0001 TO SOLICITATION DAAE20-01-R-0083) IS TO:

1. Change the price index cited in Section A, Stage II - Delivery Order Placement, paragraph 8, Non-Competitive Order Placement (Economic Price Adjustment) from Series 3999 (Manufacturing Industries) to the Overall, Finished Goods Index.
2. Replace the Product Consistency clause found in Section C with the following:

Product Consistency: Product consistency is required throughout the life of this contract. The offeror's Technical Proposal for those items found to be technically acceptable will be incorporated into the award document for the purpose of establishing a product baseline. The Government must be notified of any proposed changes to the configuration after award that would effect function or the ability to meet the contract requirements. Any changes must be backward compatible.

3. Replace the Deliveries clause found in Section F with the revised clause found on page 3 of this amendment.
4. Replace the Tailorable Warranty clause found in Section I with the revised clause found on pages 4 and 5 of this amendment.
5. Change the Oral Presentation time (found in Section L, Segment I Instructions, 4(a)(1)) from 3 hours per performance description to 3 hours per performance description or 4 hours if covering both CLINs 0001 and 0002 or CLINs 0005 and 0006. Also delete "three hour"

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from "The three hour time limit will begin at the Contracting Officer's discretion."

- Change the written narrative limitations (found in Section L, Segment I Instructions, 4(a)(1)) from "not to exceed a total of 10 pages" to "not to exceed a total of 10 pages (15 pages for combined CLIN presentations) and change "15 pages" to 15 pages (20 pages for combined CLIN presentations)
- Clarify that construction costs should be included in the Turnkey Installation pricing sheets.
- Delete the Moving Infantry Target and Miles Shootback Device pricing blocks from the Turnkey (Low Tech) Installation Costs sheets
Also, delete the Installation Travel Costs sheets for the Basic and Deluxe Lightweight Portable Ranges. Any prices insereted in these areas will be ignored for all purposed.
- Change the Miles Shootback Device pricing block title on the Turnkey (High Tech) Installation Costs sheet to read "Miles Cable".
- Make the following changes to paragraph 2.2 of each Performance Description, Government Publications as follows:

Change CEHND 1110-1-23 CEHNC 1110-1-23, March 1998 (also change CEHND to CEHNC wherever found throughout the Performance Descriptions.)
Change TC 25-8, Army Training Ranges <http://www.tradoc.army.mil> to TC 25-8, Army Training Ranges, Draft <ftp://ftp.atsc.army.mil/ATMD/>

As a result of these changes, the closing date for receipt of Segment I proposals is extended to 06August2001.

*** END OF NARRATIVE A 004 ***

THE PURPOSE OF THIS AMENDMENT (0002 TO SOLICITATION DAAE20-01-R-0083) IS TO:

- Extend the closing date for receipt of Segment I proposals from 06August2001 to 13August2001.
- Change Section L, Segment I Instructions, paragraph 4.a.(2)(b) from 15-lane MPMG to 10-lane MPMG. Under Turnkey PD change from 3.3.3.1 Movement to 3.3.3.1 Movement (High Tech only). Also, under Turnkey PD change from 3.3.3.11 Operational Capability to 3.3.3.11 Operational Capability (High Tech only).
- Change the Performance Description for Turnkey Low Technical Small Arms Ranges, paragraph 3.1, by deleting the words "Moving Infantry Target (MIT)".
- Clarify that target removal/replacement and cost of targets should not be included in the Operation and Support Costs.
- Add the following to the end of the Deliveries clause:

At least 60 dsys prior to initiating delivery of the hardware, the contractor will request, in writing, the USG confirmation of site availability for delivery and installation and/or training. The Government will respond within ten (10) working days either to confirm site availability or to establish revised dates and begin coordination with the range personnel. In the event the site is not ready, the contractor may have to store the targetry hardware for up to 60 days at no additional cost to the Government.
- Clarify that the installation price for the HW/RF is per unit, not per specific quantity range.
- Change Inspection for CLINS 0005 and 0006 (Light Weight Portable Small Arms Ranges) from Destination to Origin.
- Replace Section 4 and Table I of the Performance Description for the Portable Light Weight Small Arms Ranges with the attached.

THE CLOSING DATE FOR RECEIPT OF SEGMENT I PROPOSALS IS EXTENDED TO 13AUGUST2001.

*** END OF NARRATIVE A 005 ***

THE PURPOSE OF THIS AMENDMENT IS TO:

Extend the closing date for receipt of Segment I proposals from 13August2001 to 20August2001.

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Due to the recent problems experienced with our Web Site, it is requested that contractors who intend to submit a proposal or proposals under this solicitation, identify themselves via e-mail to bechtler-holzerj@ria.army.mil by providing their company name, company address, point of contact, e-mail addresses, and phone numbers (including FAX). Your names will then be included in a mailing list for any additional notifications of amendments to this solicitation in the event of further complications.

*** END OF NARRATIVE A 006 ***

THE PURPOSE OF THIS AMENDMENT (0004 TO SOLICITATION DAAE20-01-R-0083) IS TO:

1. DELETE ATTACHMENT 008 PRICING SHEETS AND REPLACE THEM WITH ATTACHMENT 016, PRICING SHEETS FOR COMPONENTS, INSTALLATION, TRAINING AND INSTALLATION TRAVEL COSTS.
2. CHANGE THE FIRST BULLET IN THE LAST SENTENCE OF PARAGRAPH 3.4 OF THE PERFORMANCE DESCRIPTION FOR RADIO FREQUENCY SMALL ARMS RANGES FROM:

"Range Control Computer and HHC" to

"Range Control Computer"

THE DATE AND TIME SPECIFIED FOR RECEIPT OF PROPOSALS REMAINS UNCHANGED (20AUGUST2001, 3:45PM)

*** END OF NARRATIVE A 007 ***

THE PURPOSE OF THIS AMENDMENT (0005 TO SOLICITATION DAAE20-01-R-0083) IS TO:

1. ADD THE CLAUSE ENTITLED "EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY".
2. PROVIDE AN ALTERNATE METHOD FOR SUBMISSION OF PROPOSALS AGAINST THIS SOLICITATION. PROPOSALS ARE STILL REQUIRED TO BE SUBMITTED IN ELECTRONIC FORMAT. IN ADDITION TO SUBMITTING PROPOSALS THROUGH THE BID RESPONSE LINK ON THE TACOM-RI BUSINESS OPPORTUNITIES, OPEN SOLICITATIONS WEB PAGE, OR VIA FACSIMILE (DATAFAX) TO 309/782-2047 AS STATED IN CLAUSE L-12, ELECTRONIC BIDS/OFFERS CLAUSE FOUND ON PAGE 66 OF THE SOLICITATION, PROPOSALS MAY BE TRANSMITTED VIA E-MAIL TO TACOM-RI-TDP@RIA.ARMY.MIL OR TO BARNESG@RIA.ARMY.MIL.
3. MAKE THE FOLLOWING CHANGES TO THE PERFORMANCE DESCRIPTION FOR LIGHT WEIGHT PORTABLE SMALL ARMS RANGE:

PARAGRAPH 3.4. Range Control Station (RCS): CHANGE THE 3RD SENTENCE TO READ: "All RCS equipment shall be designed to operate a year or more without downtime due to equipment failure."

PARAGRAPH 3.4.1. Range Control Computer (RCC).: REPLACE WITH THE FOLLOWING:

3.4.1. Range Control Computer (RCC). The RCC shall allow range personnel greater control over the range than is obtainable with a HHC. As a minimum, the RCS computer shall be a light weight, rugged portable computer which is IBM compatible 400 MHZ or better, PENTIUM computer with the most current version of Microsoft Windows, a 3 1/2 inch floppy disk drive, a CD ROM Drive, a hard drive, a 56KB internal FAX/MODEM with communication software, a pointing device and a SVGA color 1024 x 768 pixel or higher screen capable of at least 256 colors and AC and DC adapters. The RCC shall come with a printer cable to allow for connection to a parallel printer for printing out scores after a training day. A self-contained rechargeable power supply with a separate/detached recharging unit and a spare power supply shall be provided with the portable computer. Each portable power supply for the computer shall last a minimum of 4 hours active use without replacement.

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THE DATE AND TIME SPECIFIED FOR RECEIPT OF PROPOSALS REMAINS UNCHANGED (20AUGUST2001, 3:45pm)

*** END OF NARRATIVE A 008 ***

Name of Offeror or Contractor: ATA DEFENSE INDUSTRIES

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

For Local Clauses See: <https://aais.ria.army.mil>

	Regulatory Cite	Title	Date
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE U.S. ARMY HAS A CONTINUING NEED TO CONDUCT LIVE-FIRE TRAINING BY U.S. FORCES AND/OR ITS ALLIES FOR THE PURPOSE OF DEVELOPING AND IMPROVING THEIR COMBAT SKILLS IN THE EVENT THEY ARE CALLED UPON TO CONDUCT MILITARY EXERCISES AND/OR PARTICIPATE IN ACTUAL COMBAT ACTIONS AGAINST OPPOSING FORCES. SUCCESSFUL OFFERORS MUST BE ABLE TO MANUFACTURE AND INSTALL VARIOUS TYPES OF TARGETRY MECHANISMS ON ARMY INSTALLATIONS IN VARIOUS GEOGRAPHICAL LOCATIONS THROUGHOUT THE WORLD AND IN ALL EXTREMES OF ENVIRONMENT. FOR SPECIFIC REQUIREMENTS, REFER TO THE ATTACHED PERFORMANCE DESCRIPTIONS AS FOLLOWS:

- ATTACHMENT 001 - TURNKEY LOW TECHNICAL SMALL ARMS RANGES
- ATTACHMENT 002 - TURNKEY HIGH TECHNICAL SMALL ARMS RANGES
- ATTACHMENT 003 - HARDWIRE SMALL ARMS RANGES
- ATTACHMENT 004 - RADIO FREQUENCY SMALL ARMS RANGES
- ATTACHMENT 005 - LIGHTWEIGHT PORTABLE SMALL ARMS RANGES

*** END OF NARRATIVE C 001 ***

Capacity: Offerors must have the capability and capacity to deliver and install all items required for two complete and operational live-fire training ranges per month. This minimum is applied on a contract basis only, not a CLIN basis. For example, a contractor with three CLINs is not expected to have a capacity for six ranges per month.

*** END OF NARRATIVE C 002 ***

Product Consistency: Product consistency is required throughout the life of this contract. The offeror's Technical Proposal for those items found to be technically acceptable will be incorporated into the award document. The Government must approve any proposed changes to the configuration after award. It is anticipated that unnecessary changes will be disapproved. You are encouraged to establish long-term agreements with your suppliers and subcontractors to insure continued availability of all components.

*** END OF NARRATIVE C 003 ***

Training: Training, conducted in accordance with the Performance Description, including manuals, shall be completed satisfactorily prior to final acceptance of the range(s) ordered under this contract unless otherwise negotiated between both parties. The contractor shall provide proposed training dates at least 30 days prior to the actual training course to insure that range personnel are available for training. A training plan shall be provided to the Contracting Officer, outlining the length of the course, time of each segment within the prescribed course and what shall be taught in each segment. This training plan shall be provided to the Contracting Officer 30 days after the Target Interface Inspection (TII) completion or within 45 days of actual training, whichever is longer. The training plan will be reviewed by the Contracting Officer and returned to the contractor with required changes. A continuation training package shall be provided to the Contracting Officer within 90 days after award for each range (CLIN). A copy of the continuation training package shall be provided to each range at time of training.

*** END OF NARRATIVE C 004 ***

Manuals: The contractor shall deliver 2 copies of fully developed, complete manuals made in accordance with the Performance Description to the Contracting Officer within 60 days after delivery order award. Manuals received with missing information will be found unacceptable and will be returned for completion and re-submission. The Contracting Officer shall provide any comments to the contractor within 30 days after receipt. The contractor shall incorporate all comments and provide 2 copies of the final manuals to the Contracting Officer at the time of the first training on each component of the range. The contractor shall provide any changed pages and updates of any of these manuals as they occur during the life of the contract in digital and hardcopy format.

*** END OF NARRATIVE C 005 ***

Target Interface Inspection/Site Visit Inspection: The contractor shall be required to attend a Target Interface Inspection (TII) or a Site Visit Inspection (SVI) to identify problems or areas of concern that the contractor may have on installing targetry on a particular site. The Government will schedule this range site visit. The contractor will be given a minimum of 14 days notice of a TII or SVI and at least 3 days notice if dates change prior to the visit. The contractor is responsible for documenting the results of any TII or SVI to include any potential or real problems that may prevent timely performance of the delivery order. Documentation must be submitted to the Contracting Officer within 5 working days of the completion of the TII or SVI.

*** END OF NARRATIVE C 006 ***

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

NA

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

NA

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

NA

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

C-2	52.225-4502 TACOM-RI	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
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All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of clause)

(CS7103)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

Regulatory Cite	Title	Date
D-1	52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) TACOM-RI	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: SEE BELOW
Quantity of Unit Packages Per Intermediate Container: SEE BELOW

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will

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permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15MAY97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NONE

(End of clause)

(DS6413)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:
<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
() QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO9001:2000	13DEC2000	EXCLUDING PARAGRAPHS 7.2,7.3,7.4,7.5.1,7.5.2
() QUALITY SYSTEMS - MODEL FOR QA	ISO9002	1994	UNTAILORED

(End of clause)

(EF6002)

E-4	52.246-4528 TACOM-RI	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met

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reprocessing requirements.

(End of Clause)

(ES7012)

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SECTION F - DELIVERIES OR PERFORMANCE

Deliveries: Each delivery order will be issued with firm delivery dates in Section B. Delivery periods for Segment I (Small Arms Ranges) will be established as follows:

CONUS Small Arms Range Deliveries: The normal delivery period for Small Arms CONUS range installation shall be 120** days to produce, assemble, deliver, install and complete contractor testing on all items in accordance with the requirements of the Performance Description. The contractor must notify the contracting officer at least 5 days prior to Government final inspection and testing. The Government shall have a maximum of 7 additional days for Qualification testing or 3 additional days for Range Acceptance testing and interim acceptance of the range. The contractor shall have up to a maximum of 15 days thereafter to complete the training required for final acceptance of the range. Consequently, the number of days that will normally be allocated in Section B for complete acceptance of CONUS Small arms ranges will be 147** days total time after delivery order issuance for ranges requiring Qualification testing or 143** days for follow-on ranges requiring only Range Acceptance testing.

OCONUS Small Arms Range Deliveries: The normal delivery period for OCONUS Small Arms range installation shall be as outlined for Standard CONUS Small Arms ranges above with the exception that the Government shall have an additional 30 days in order to perform a partial acceptance of the contractors equipment* and to ship the equipment to the overseas destination FOB origin. Consequently, the number of days that will be allocated in Section B for complete acceptance of OCONUS Small Arms ranges will be 177** days total time after a delivery order issuance for ranges requiring Qualification testing or 173** days for follow-on ranges requiring only Range Acceptance testing.

*A partial acceptance of the contractors equipment, based on count and condition (no payment will be granted until range is accepted), will be granted upon delivery of the complete manifest of hardware for a single site to the Government's Quality Assurance Representative at the contractor's plant, prior to transshipment.

**The Government reserves the right to request a shorter delivery schedule (up to 30 days less) if necessary. This will only occur under competitive ordering procedures. Contractors not able to meet the shorter delivery schedule should not submit pricing for such orders.

Time is of the essence. Offerors must comply with the delivery requirements specified herein regardless of any of the modifications that must be made to meet the minimum requirements of the Performance Description.

*** END OF NARRATIVE F 001 ***

For Local Clauses See: <https://aais.ria.army.mil>
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	Regulatory Cite	Title	Date
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-34	F.O.B. DESTINATION	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-6	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if

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subsequently designated by the original office, will be the contact point to which the contractor will:

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <https://aais.ria.army.mil>

	Regulatory Cite	Title	Date
G-1	52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(GS7015) (End of Clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>
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<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.
 (HA7001)

	Regulatory Cite	Title	Date
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-4	52.228-4500 TACOM-RI	REQUIRED INSURANCE	NOV/1993

Pursuant to paragraph (a) of FAR Clause 52.228-5 entitled Insurance - Work on a Government Installation, the contractor shall procure and maintain during the entire period of performance under this contract the following insurance:

TYPE	AMOUNTS
Workmen's Compensation	As required by Law
Employer's Liability	Minimum liability limit \$100,000
Comprehensive General Liability	Minimum bodily injury limits, \$500,000 peroccurrence
Comprehensive Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(End of Clause)
 (HS6700)

H-5	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994
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Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 006 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 006 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 006 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

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(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-6 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are bechtler-holzerj@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6558, ATTN: JUDY BECHTLER-HOLZER and (309) 782-8054 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:
NA

(End of Clause)

(HS6510)

H-7 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
TACOM-RI

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-8 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

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<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-14	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-15	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-16	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-17	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-18	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2001
I-21	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-27	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.223-5	POLLUTION, PREVENTION AND RIGHT-TO-KNOW-INFORMATION	APR/1998
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-35	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.227-3	PATENT INDEMNITY	APR/1984
I-40	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-41	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-42	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984

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I-43	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-44	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-45	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-50	52.232-16	IF0082, PROGRESS PAYMENTS - ALTERNATE I WAS DELETED 4 DEC 01 AND REPLACED BY IA0650, (252.232-7004), DoD PROGRESS PAYMENT RATES	MAR/2000
I-51	52.232-16	PROGRESS PAYMENTS -ALTERNATE III	MAR/2000
I-52	52.232-17	INTEREST	JUN/1996
I-53	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-54	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-55	52.232-25	PROMPT PAYMENT	MAY/2001
I-56	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-57	52.233-1	DISPUTES	DEC/1998
I-58	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-59	52.236-2	DIFFERING SITE CONDITIONS	APR/1984
I-60	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-61	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-64	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-65	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2001
I-66	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-67	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-68	52.248-1	VALUE ENGINEERING	FEB/2000
I-69	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-70	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-73	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-74	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-75	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-77	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-78	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-79	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-80	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-81	252.219-7003	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-82	252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-83	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-84	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-85	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-86	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-87	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000

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	DFARS		
I-88	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
	DFARS		
I-89	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
	DFARS		
I-90	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-91	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
	DFARS		
I-92	252.225-7037	DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS	AUG/2000
	DFARS		
I-93	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
	DFARS		
I-94	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
	DFARS		
I-95	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER	JUN/1995
	DFARS	SOFTWARE DOCUMENTATION	
I-96	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
	DFARS		
I-97	252.228-7003	CAPTURE AND DETENTION	DEC/1991
	DFARS		
I-98	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
	DFARS		
I-99	252.229-7001	TAX RELIEF - ALTERNATE I	JUN/1997
	DFARS		
I-100	252.229-7003	TAX EXEMPTIONS (ITALY)	JUN/1997
	DFARS		
I-101	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
	DFARS		
I-102	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
	DFARS		
I-103	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-104	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-105	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
	DFARS		
I-106	252.233-7001	CHOICE OF LAWS (OVERSEAS)	JUN/1997
	DFARS		
I-107	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
	DFARS		
I-108	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-109	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
I-110	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
	DFARS		
I-111	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-112	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-113	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-114	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-115	52.204-1	APPROVAL OF CONTRACT	MAR/1989

This contract is subject to the written approval of MARGARET L. ROWE (for Obligations over \$5,000,000.00) and shall not be binding until so approved.

(End of clause)

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(IF6085)

I-116 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award of contract through 31JULY2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-117 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than either an individual hardware component (ie., a SIT or a MIT), or one complete targetry range, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of ten (10) Targetry Ranges;

(2) Any order for a combination of items in excess of ten (10) Targetry Ranges; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-118 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31JANUARY2013.

(End of clause)

(IP6036)

I-119	52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	MAY/2001
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(a) Definitions. As used in this clause -

Small disadvantaged business concern means, an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, as offeror must receive certification as a small disadvantaged business concern by the Small business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means as institution determined by the Secretary of Education to meet the requirement of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), land the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of SEE NOTE BELOW percent to the price of all offers, except -

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equated or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

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Name of Offeror or Contractor: ATA DEFENSE INDUSTRIES

- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or to any group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.
- _____Offeror elects to waive the adjustment.
- (d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for -
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of material, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

NOTE: THIS CLAUSE IS CURRENTLY SUSPENDED, HOWEVER, IT MAY BE REINSTATED AND INCORPORATED INTO THIS CONTRACT AT A LATER DATE.

(IF6093)

I-120	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE	JUN/1998
	DFARS	THE UNITED STATES	

- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall -
 - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U. S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U. S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (b) The requirements of this clause do not apply to any subcontractor that is -

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Name of Offeror or Contractor: ATA DEFENSE INDUSTRIES

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP, telephone, (703)695-8491.

(End of clause)

(IA6502)

I-121	52.246-4524	TAILORABLE WARRANTY TACOM-RI	NOV/1988
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1. COST. This warranty reestablishes that the contractor is obligated to deliver supplies which meet contractual requirements and that obligation does not end with acceptance by the Government. Costs associated with this Warranty, if any, should be included in the offered prices.

2. DEFINITIONS:

- a. "Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies or approves specific services as partial or complete performance of the contract.
- b. "Defect," or failure, is any condition or characteristic in any supplies or services furnished under the contract, that is not in compliance with the requirements of the contract.
- c. "Supplies" are the end items furnished by the contractor and related servies required under this contract.
- d. "Systemic Failure" is a classification of failures which occurs or may occur, with a frequency, pattern, or sameness to indicate a logical regularity of occurrence.

3. WARRANTY. Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that the supplies delivered under this contract will:

- a. Conform to material and workmanship requirements delineated in this contract or in any modification of this contract in effect at the time of acceptance.
- b. Conform to all drawings and specifications as furnished or identified by the Government specifically in this contract or incorporated by reference in this contract.
- c. Conform to all requirements delineated in the Performance Description(s) furnished under this contract.

4. DURATION. Warranty coverage shall be in effect for three (3) years from acceptance of each deliverable.

5. LIABILITY.

a. In the event the Government determines during the warranty duration, that supplies delivered under this contract fail to meet the conditions specified in paragraph 3 above, the Contracting Officer shall promptly notify the Contractor of the defect. Upon notification of the existence of a defect, the Contractor shall submit to the Contracting Officer, in writing, within 5 working days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any shall be undertaken. The Contracting Officer may set up a conference call with the Contractor to determine whether the defective item will be shipped back to the Contractor for corrective action or an on-site visit will occur. The contractor will, at the election of the Government:

(1) Within 14 calendar days, correct the failure at no additional cost to the Government; and/or

(2) Pay costs incurred by the Government in taking such corrective action if the contractor fails to take corrective action within the timeframes stated above; and/or

(3) Accept an equitable reduction in the contract price.

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The action to correct the defect may include an acceptable redesign.

- b. If the contractor becomes aware of any defect in supplies to meet the warranty prior to notification by the Government, the Contractor shall notify the Government of the defect.
- c. When items covered under this clause are returned to the contractor pursuant to this clause, the contractor will bear all transportation costs associated with the return of the items to the contractor's plant and all costs associated with their return to the original destination. The contractor will bear all responsibility for the supplies while in transit.
- d. The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price. This data may include but is not limited to such information as the description of the defect/deficiency, the cause of the defect/deficiency, corrective action(s) taken or action(s) taken to preclude possible recurrence.
6. SYSTEMIC FAILURE LIABILITY. In addition to the liability of paragraph 5 above, claims for correction of a systemic failure shall be invoked by the Contracting Officer giving written notice to the contractor that a systemic failure exists in supplies delivered under this contract. Corrective action must address the entire contract quantity. If the systemic failure is determined to be the result of a design deficiency, redesign must be considered.
7. MARKING AND PACKING OF WARRANTED SUPPLIES.
- a.The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
- b. The Contract Line Items and components listed below shall be identified and marked with respect to warranty requirements, and manufacturer's identification, in accordance with the warranty and manufacturer's identification marking requirements of MIL-STD-129, "Marking for Shipments and Storage" and MIL-STD-130, "Identification Marking of US Military Property." The method of applying the marking must be acceptable to the Contracting Officer. The applicable Contract Line Items and components are the following: See Section B.
8. EXCEPTIONS.
- a. The prime contractor shall not be required to provide the warranties specified in paragraph 3 above on any property furnished to that contractor by the Government except for (1) defects in installation, (2) installation or modification in such a manner that invalidates a warranty provided by the manufacturer of the property, or (3) modifications made to the property by the prime contractor or a subcontractor thereof.
9. DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. This clause shall not be construed as obligating the Government to increase the contract price. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes."
10. DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries or periods of performance under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule or period of performance as a result of correction of defects.
11. REPLACED OR REPAIRED SUPPLIES. Any supplies or parts thereof corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these supplies or parts shall expire at the same time as the warranty for the parts which they replace. These warranties will not, in any way be voided by any Government performed repair, accomplished in accordance with standard Military Service maintenance procedures, or any supply, or component thereof, covered by these warranties.

(End of Clause)

(IS6030)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor,

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nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-123 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

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(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-124	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.
- (End of Clause)

(IF7212)

I-125	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-126	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	JAN/1999
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(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may

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hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-128 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-129 52.229-XX CALIFORNIA SALES AND USE TAX (AL 92-1) MAY/1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Clause)

(IF7002)

I-130 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

Message Example:

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-02-D-0033 MOD/AMD</p>	<p style="text-align: center;">Page 39 of 46</p>
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REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA****-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

I-131 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10) DEC/1989

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

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(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed

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or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

I-132 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

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(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-133 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-134 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001

DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the

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solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

I-135	252.229-7001	TAX RELIEF	JUN/1997
	DFARS		

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____RATE PERCENTAGE):_____

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

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End of Clause

(IA7007)

I-136 52.246-4525 ACCOUNTABILITY INSTRUCTIONS FOR WARRANTY REPAIR SEP/1990
TACOM-RI

a. APPLICABILITY. This clause is only applicable if supplies have been delivered to the Government which are not in accordance with the terms of the contract and the warranty has been invoked. Since the reports cited in the clause are only required to be provided to the Government when the warranty is invoked, there is no additional cost as a result of these reports.

b. RETENTION OF ACCOUNTABILITY FOR GOVERNMENT ASSETS BEING REPAIRED UNDER WARRANTY. The Contractor shall maintain custodial inventory records of assets for which the Government is accountable to enable calculation of an inventory balance by NSN. Cited data item descriptions provide transaction reporting necessary for accurate physical and fiscal accounting for materiel in the Contractor's possession.

c. MATERIEL RECEIPT BY CONTRACTOR. (1) REPORTING OF RECEIPTS. The Contractor shall receive assets from the Government and shall perform an inspection and inventory within the time specified by the DD Form 1423. Assets received shall be reported in accordance with DD Form 1423. Reporting data may be obtained from DD Form 1348-A accompanying the receipt, from other documentation provided, or the contracting officer.

(2) DOCUMENT NUMBER. If assets are received with document number other than "W52H09----9---", contact addressee in paragraph (c)(1), for assignment of document number prior to induction for repair.

(3) DISCREPANCY REPORTING. Discrepancies shall be distinguished and reported by the Contractor in accordance with the DD Form 1423 as one of the following:

(i) Transportation type discrepancy: This discrepancy is evident when materiel received disagrees with the condition, quantity, or type from that property described in the bill of lading or other transportation document.

(ii) Shipping type discrepancy: This discrepancy is evident when freight is opened and the contents do not agree with the supply shipping documents.

d. SHIPMENT OF REPAIRED ITEMS. (1) SHIPMENT DOCUMENTATION. The Contractor shall use DD Form 1348-1, DOD Single Line Item Release/Receipt Document, for return of materiel. The return instructions must be complied with, unless other modifying instructions are authorized by the Contracting Officer. Copies of all DD Forms 1348-1 shall be mailed to the addressee in paragraph (c)(1). DD Forms 1348-1 of repaired assets shall contain the serial number and the following annotation: "Pick up to B14 records, condition code A, via D6M."

(2) ITEMS NOT COVERED UNDER WARRANTY PROVISIONS. Disposition instructions shall be provided for assets which are received by the Contractor and, subsequently determined not to be applicable under the warranty clause of this contract by the Contracting Officer.

e. REPORT OF BALANCE AND/OR PHYSICAL INVENTORY COUNT. (1) BALANCE BY NSN. In accordance with the DD Form 1423 the Contractor shall report to the Government (Assigned Supply Distribution Activity (ASDA) or Management Control Activity (MCA)) an NSN balance by contract in accordance with DD Form 1423.

(2) DISCREPANCIES. Should the balance reported differ from computed balance maintained by the Government, report specified in DD Form 1423 shall be utilized to provide results of the physical count directed by the contract administration officer.

(i) Gains resulting from subtracting the quantity recorded on the Government records from the quantity physically inventoried will be posted to Government records via adjustment report by Tank, Automotive and Armament Command, (TACOM), Rock Island (RI).

(ii) Losses resulting from subtracting the quantity physically inventoried from the quantity recorded in the Government records are subject to report of survey process. The Contracting Officer will effect a finding and the subsequent determination will be included in the report of survey. The Contractor will be liable for any losses as determined by the Government's records.

(3) APPOINTING AND APPROVING AUTHORITY. The appointing and approving authority will be the Director of the TACOM-RI or authorized designee.

(End of clause)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD1423)	25-JUN-2001	005	
Attachment 001	TURNKEY LOW TECHNICAL SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	038	
Attachment 002	TURNKEY HIGH TECHNICAL SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	041	
Attachment 003	HARDWIRED SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	037	
Attachment 004	RADIO FREQUENCY SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	042	
Attachment 005	LIGHT WEIGHT PORTABLE SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	038	
Attachment 006	GOVERNMENT FURNISHED PROPERTY LISTING (NOT APPLICABLE TO SEGMENT I)		001	
Attachment 007	OPERATION AND SUPPORT COST SHEETS (OANDS.XLS)		046	
Attachment 008	PRICING SHEETS FOR COMPONENTS, INSTALLATION, TRAINING AND INSTALLATION TRAVEL COSTS (ATSSOL.XLS)		019	
Attachment 009	CLIN EVALUATION WORKSHEET - RANGE COSTS		001	
Attachment 010	DELIVERY ORDER PROPOSAL SAMPLE		001	
Attachment 011	TARGET DRAWINGS		005	
Attachment 012	PRODUCT ACCEPTANCE TEST		004	
Attachment 013	DOCUMENT SUMMARY LIST		002	
Attachment 014	PRICING ASSUMPTIONS		001	
Attachment 015	REVISED 27JULY2001 PERFORMANCE DESCRIPTION FOR LIGHT WEIGHT PORTABLE SMALL ARMS RANGES	27-JUL-2001	009	
Attachment 016	PRICING SHEETS FOR COMPONENTS, INSTALLATION, TRAINING AND INSTALLATION TRAVEL COSTS		027	
Attachment 017	HARD WIRE ARMOR RANGE INSTALLATIONS	20-AUG-2001	059	
Attachment 018	RADIO FREQUENCY ARMOR RANGE INSTALLATIONS	20-AUG-2001	063	
Attachment 019	RADIO FREQUENCY, LIGHT WEIGHT PORTABLE ARMOR RANGE	20-AUG-2001	058	
Attachment 020	ATKS/GUFS DRAWINGS		039	
Attachment 021	PRICING SHEETS FOR COMPONENTS, INSTALLATION, TRAINING AND INSTALLATION TRAVEL COSTS (ATS-ARMOR.XLS)		010	
Attachment 022	OPERATION AND SUPPORT COST SHEETS (OANDS-ARMOR.XLS)		041	
Attachment 023	ARMOR PRICING ASSUMPTIONS		001	

For Local Clauses See: <https://aais.ria.army.mil>

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)